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REMARKS

Claims 1-36 were originally presented in the subject application. Claims 1, 13 and 25 have hereinabove been amended to expressly recite a limitation previously implied. No claims have herein been added or canceled. Therefore, claims 1-36 remain in this case.

The addition of new matter has been scrupulously avoided. Support for the common amendment to the independent claims can be found in the specification at, for example, page 8, lines 21-23, in the context of a real-world example, as well as in the definition of entitled price and surrounding text at page 2.

Applicants respectfully request reconsideration and withdrawal of the various grounds of rejection.

35 U.S.C. §102 Rejection

The Office Action rejected claims 1-3, 9-15, 21-27 and 33-36 under 35 U.S.C. §102(c), as allegedly anticipated by Conklin et al. (U.S. Patent No. 6,338,050). Applicants respectfully, but most strenuously, traverse this rejection as it relates to the amended claims.

With respect to the anticipation rejection, it is well settled that a claimed invention is not anticipated unless a single prior art reference discloses: (1) all the same elements of the claimed invention; (2) found in the same situation as the claimed invention; (3) united in the same way as the claimed invention; (4) in order to perform the identical function of the claimed invention.

Amended claim 1 recites, for example, electronically sending by a requestor a request for an entitled price *based on a preexisting entitlement* from a public electronic environment. The entire application discusses the difficulties of calculating an entitled price, the information needed to do so sitting behind a protected private electronic environment. Due to the complexity of these volume purchaser arrangements, a given person purchasing for a corporation, for example, will not know what price he or she is entitled to as a buyer for the

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corporation, and looks to the seller to provide that. That is precisely where the present invention takes place. Although Applicants view the "preexisting entitlement" aspect as always having been present by virtue of the definition of "entitled price" given in the application, it is clear from the Office Action that this aspect has not heretofore been appreciated. Thus, Applicants do not view this amendment as limiting the claims anymore than they were prior to the amendment.

By this more explicit expression, Applicants hope to speed prosecution and avoid another appeal. Applicants also hope the express inclusion of the "preexisting entitlement" phrase will help clarify that the present invention takes place at a different point in the buyer-seller relationship than Conklin et al. More specifically, Conklin et al. takes place in the initial stage negotiations process, up to the time of reaching a negotiated price, whereas the present invention takes place at a later stage after the terms between the parties have already been set.

Claim 1 also recites, as another example, obtaining the entitled price (which as noted above is an entitled price based on a preexisting entitlement) within the private electronic environment while the requestor waits. Against this aspect of claim 1, the Office Action cites to the abstract of Conklin et al. However, the Conklin et al. abstract merely discloses website creation for buyers and sellers to negotiate terms, and, therefore, cannot disclose an entitled price based on a preexisting entitlement, much less obtaining one within a private electronic environment while the requestor waits.

Likewise, claim 1 recites, as another example, automatically returning the entitled price (based on a preexisting entitlement) from the private electronic environment to the public electronic environment for providing to the requestor. Again, since Conklin et al. does not disclose such an entitled price, it cannot disclose returning one.

Therefore, for at least all the reasons noted above, Applicants submit that claim 1 cannot be anticipated by, or made obvious over, Conklin et al.

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Independent claims 13 and 25 have also been amended to include a similar recitation. Thus, Applicants submit they too cannot be anticipated by Conklin et al.

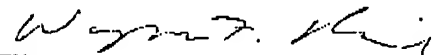
CONCLUSION

Applicants submit that the dependent claims not specifically addressed herein are allowable for the same reasons as the independent claims from which they directly or ultimately depend, as well as for their additional limitations.

For all the above reasons, Applicants maintain that the claims of the subject application define patentable subject matter and earnestly requests allowance of claims 1-36.

If a telephone conference would be of assistance in advancing prosecution of the subject application, Applicants' undersigned attorney invites the Examiner to telephone him at the number provided.

Respectfully submitted,



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